

**Event Insurance.** Lessees are required to obtain event insurance with the following components and with coverage not less than \$1,000,000 per incident and \$3,000,000 per aggregate for the Premises.

- i. **Property Insurance** - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies shall include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site.
- ii. **General Liability** - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor. Such insurance shall insure the performance by the Lessee of its indemnity obligations under this Lease.
- iii. **Liquor Liability** - Liquor Liability coverage for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, servicing or furnishing of any alcoholic beverage.

**(a) Vendors and Contractors.** All vendors, contractors and caterers hired by the Lessee for the event are required to carry all necessary permits, licenses, and insurance required by local, state, and federal laws and policies, including without limitation worker's compensation and employer's liability insurance in statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws.

**(b) Other.** All other insurance that the Lessee should maintain to adequately protect the Premises.

#### **1. Conditions of Insurance**

**(a)** All insurance policies of the Lessee shall name the United States of America as an additional insured.

**(b)** All of the insurance required by this section and all renewals shall be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

**(c)** All insurance policies shall provide that such policies shall not be cancelled, terminated or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the commencement date of this Lease and periodically thereafter. The Lessee shall maintain all policies provided throughout the lease term and the Lessee shall renew such policies before the expiration of the term of the policy.

**(d)** The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

**(e)** The Lessee and Lessee's Agents shall not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this section.

Certificate Holder should read:

United States of America  
Department of the Interior  
National Park Service  
401 West Hillcrest Drive  
Thousand Oaks, CA 91360